

CHAPMAN AND CUTLER

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May 31, 1995

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50 South Main Street
Salt Lake City, Utah 84144
(801) 533-0066

Mr. Vernon A. Williams, Secretary
Interstate Commerce Commission
Twelfth Street & Constitution Avenue, N.W.
Washington, D.C. 20423

Re: The Detroit Edison Company
Leveraged Lease Financing of 487 Gondola Railcars
(Second Closing)

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) executed copies of a Termination of Agreement, dated May 31, 1995, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to Interim Use Agreement filed with the Commission under Recordation Number 19368.

The names and addresses of the parties to the enclosed document are:

Owner/Manufacturer: Thrall Car Manufacturing Company
c/o Duchossois Industries, Inc.
845 Larch Avenue
Elmhurst, Illinois 60126

User/Lessee: The Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

A description of the railroad equipment covered by the enclosed document is attached to the enclosed Termination of Agreement as Schedule 1.

Also enclosed is a check in the amount of \$21.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

CHAPMAN AND CUTLER

Please feel free to contact the undersigned at (312) 845-3892 with any questions you may have with respect to the enclosed.

Very truly yours,

CHAPMAN AND CUTLER

By Karl T. Williams
Karl T. Williams

KTW/b
Enclosure



Interstate Commerce Commission
Washington, D.C. 20423-0001

5/31/95

Office Of The Secretary

Karl T. Williams
Chapman And Cutler
111 West Monroe Street
Chicago, Illinois 60603-4080

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/31/95 at 12:35PM, and assigned recordation number(s). 19368-B.

Sincerely yours,

Vernon A. Williams
Secretary

Enclosure(s)

(0100640075)

\$ ~~21.00~~ The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

19368-B

TERMINATION OF AGREEMENT

THIS TERMINATION OF AGREEMENT, is made this 31st day of May 1995, by and between The Detroit Edison Company, a Michigan corporation ("*Detroit Edison*"), and Thrall Car Manufacturing Company, an Illinois corporation ("*Thrall*").

WHEREAS, Detroit Edison and Thrall are parties to an Interim Use Agreement, dated as of April 21, 1995 (the "*Agreement*"); and

WHEREAS, the Agreement was duly filed for recordation with the Interstate Commerce Commission (the "*ICC*") pursuant to 49 U.S.C. Section 11303, on April 25, 1995, at 11:35 a.m. and given Recordation Number 19368; and

WHEREAS, Detroit Edison and Thrall desire to terminate and cancel the Agreement with respect to the equipment described herein and to record such termination and cancellation with the ICC;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is acknowledged, Detroit Edison and Thrall, intending to be legally bound, agree as follows:

1. Detroit Edison and Thrall hereby terminate and cancel the Agreement, effective May 31, 1995 with respect to the equipment described on Schedule 1 attached hereto (hereinafter, the "*Terminated Equipment*"), and Detroit Edison and Thrall hereby agree that no rights, duties or liabilities under the Agreement with respect to such Terminated Equipment shall survive such termination and cancellation of the Agreement, except with respect to acts, events, or omissions under the Agreement occurring on or prior to the date hereof.

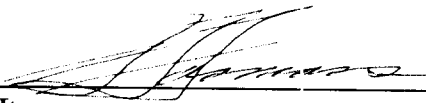
2. The parties agree to record this Termination of Agreement with the ICC so as to release any lien against the Terminated Equipment created by or arising out of the Agreement.

3. Nothing herein contained shall be construed to terminate and cancel the Agreement with respect to any equipment other than the Terminated Equipment hereinabove specifically described.

4. This Termination of Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Termination of Agreement.

IN WITNESS WHEREOF, Detroit Edison and Thrall have caused this Termination of Agreement to be executed as of the day and year first above written.

THE DETROIT EDISON COMPANY, a Michigan
corporation

By 
Its Vice President and Treasurer

THRALL CAR MANUFACTURING COMPANY,
an Illinois corporation

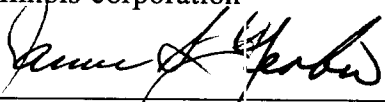
By _____
Its

IN WITNESS WHEREOF, Detroit Edison and Thrall have caused this Termination of Agreement to be executed as of the day and year first above written.

THE DETROIT EDISON COMPANY, a Michigan
corporation

By _____
Its

THRALL CAR MANUFACTURING COMPANY,
an Illinois corporation

By  _____
Its Vice President

STATE OF Michigan)
)
COUNTY OF Wayne)

On this, the 31st day of May, 1995, before me, a Notary Public in and for said County and State, personally appeared L.L. Lomene, of THE DETROIT EDISON COMPANY, who acknowledged himself/herself to be a duly authorized officer of THE DETROIT EDISON COMPANY, and that, as such officer, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

PATRICIA A. WASHBURN
Notary Public, Wayne County, MI
My Commission Expires Sept. 20, 1997

Patricia A. Washburn
Name: _____
Notary Public
My Commission Expires: _____
Residing in _____

STATE OF _____)
)
COUNTY OF _____)

On this, the ____ day of May, 1995, before me, a Notary Public in and for said County and State, personally appeared _____, of THRALL CAR MANUFACTURING COMPANY, who acknowledged himself/herself to be a duly authorized officer of THRALL CAR MANUFACTURING COMPANY, and that, as such officer, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name: _____
Notary Public
My Commission Expires: _____
Residing in _____

STATE OF _____)
)
COUNTY OF _____)

On this, the ____ day of May, 1995, before me, a Notary Public in and for said County and State, personally appeared _____, of THE DETROIT EDISON COMPANY, who acknowledged himself/herself to be a duly authorized officer of THE DETROIT EDISON COMPANY, and that, as such officer, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

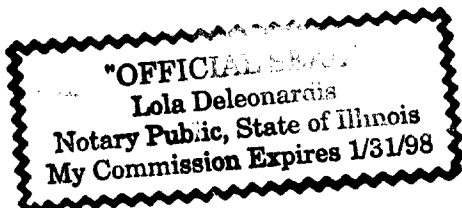
IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.


Name:
Notary Public
My Commission Expires:
Residing in _____

STATE OF ILLINOIS)
)
COUNTY OF DuPAGE)

On this, the 31st day of May, 1995, before me, a Notary Public in and for said County and State, personally appeared James S. Yerbic, Vice President, of THRALL CAR MANUFACTURING COMPANY, who acknowledged himself/~~herself~~ to be a duly authorized officer of THRALL CAR MANUFACTURING COMPANY, and that, as such officer, being authorized to do so, he/~~she~~ executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.





Name: Lola DeLeonardis
Notary Public
My Commission Expires: 1/31/98
Residing in DuPage County, Illinois

SCHEDULE 1
TO TERMINATION OF AGREEMENT

171 Rotary Dump, Doubletub Aluminum Gondola Railcars

DEEX 6081
DEEX 6084
DEEX 6087 through
DEEX 6182, inclusive
DEEX 6184 through
DEEX 6230, inclusive
DEEX 6232 through
DEEX 6255, inclusive
DEEX 6259
DEEX 6260